

**Request for Qualifications (RFQ)  
to provide On-the-Job Training for the Suffolk County Department of Labor,  
Licensing and Consumer Affairs**

**Responses must be submitted or postmarked no later than 3:00 p.m. on February 18, 2011  
to be considered for full funding in the first round of awards. However, responses will be accepted  
after February 18, 2011 provided that funding is available.**

**Technical questions submitted are due January 27, 2011**

**Number of copies of Responses to be submitted: One original plus two copies:**

**RFQ issued by the County of Suffolk  
Suffolk County Department of Labor, Licensing and Consumer Affairs  
P.O. Box 6100  
Hauppauge, New York 11788-0099**

**For additional information, contact:  
Diane LaChapelle, Director of Business Services**

**Direct Tel.: (631) 853-6763**

**Main Tel.: (631) 853-6600**

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**Accessing Website: <http://suffolkcountyny.gov/Home/departments/Labor/rfq.aspx>**

**All packages containing Responses must clearly state the RFQ No. (located on upper right hand corner of this page) on each outer mailing envelope or packing box.**

**The Original Response and also each required copy must be clearly marked with the RFQ No. on the outer binder or cover page. The Original Response must be labeled "Original" and must contain the original, ink-signed, County-required Compliance Forms and transmittal letter, in addition to your Response.**

**All extra sets must be photocopies of the ENTIRE original Response submitted, including the transmittal letter and all required County Compliance forms.**

**Do not return this RFQ document or the sample "Model Agreement." Keep them for your reference.**

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## **Section I Administrative Information**

### **1. Purpose of RFQ**

The County of Suffolk ("County"), acting through its duly constituted Suffolk County Department of Labor ("Department") invites responses ("Responses") from qualified responders ("Responders") for On-the-Job Training ("Services").

### **2. Coordination**

The Department is responsible for coordinating the issuance of this RFQ. The name of the Department's primary contact for this RFQ is set forth on page one of this RFQ. The Department will be responsible for coordinating with the Suffolk County Attorney's office and the Responder regarding the negotiation and execution of the contract. The Department will be responsible for administration of the Responder's contract.

### **3. Background Information**

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, covers an area approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000 employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

### **4. Evaluation Committee and Award of Contract**

The RFQ Evaluation Committee will include representatives of the Department. The Suffolk County Department of Law acts as counsel to the Evaluation Committee, but does not vote in the selection process. The award of any contract will be made in the best interest of the County.

### **5. Questions and Comments**

#### **a. Administrative Questions**

Administrative questions (e.g. procedural questions on how to respond to this RFQ) may be submitted by telephone or in writing (fax/email acceptable) to the contact person listed on page one of this RFQ.

#### **b. Technical Questions**

Technical questions (questions which are specific to the service requested in this RFQ) during the first round of this RFQ must be submitted in writing (fax/email acceptable) on or before the date set forth on page one of this RFQ, to the attention of the contact person listed on page one of this RFQ. Responses to such technical questions will be developed by the Department and issued in the form of an Addendum to this RFQ.

- c. No questions or comments should be directed to any County employee or any consultant to the County regarding this RFQ during the RFQ process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Department and/or the Suffolk County Department of Law. Failure to comply may result in disqualification.

**6. Due Date for Responses**

Responses in the first round of awards must be submitted to the attention of the contact person listed on page one of this RFQ by the time and date set forth on page one of this RFQ. Responses will be accepted after the initial due date provided that funding is available. The Department may thereafter solicit and accept responses from additional vendors as needed.

**7. Number of Copies of Response**

**One** original and **two** (2) copies are required for each of the items listed in paragraph 10 entitled Response Format.

Do not submit Responses that are permanently bound.

**8. RFQ Policies and Procedures**

- a. It is the County's intent to select the Responder(s) that provides the best solution for the County's needs.
- b. The contract will be in the general format set forth in the Section entitled "Model Agreement," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFQ. The County reserves the right to reject any or all of the Responses, or any part thereof, submitted in response to this RFQ, and reserves the right to waive formalities if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Responder. The County reserves the right to award negotiated contracts to one or more Responders.
- d. This RFQ is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any Response or to procure or contract for any services.
- e. The decision to award a contract shall be based on the ability of the Responder to provide quality and needed services and to comply with all applicable laws, rules, and regulations.
- f. The award of any contract will be made in the best interest of the County.
- g. Each Response will be examined to determine whether it is responsive to the requirements of this RFQ. All responsive proposals will be evaluated in accordance with the above criteria.
- h. While the County is under no obligation to contact Responders for clarifications, it reserves the right to do so. Depending on the number and quality of the Responses submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some of the Responders during the selection process and to request presentations.

**9. RFQ Posted On Department Website**

Copies are available on-line at the Department's website:  
<http://suffolkcountyny.gov/Home/departments/Labor/rfq.aspx>

**10. Response Format**

Responses must include the following:

- a. Transmittal Letter (one original plus number of copies listed on page one)**  
A transmittal letter is a letter on the Responder's stationery. A corporate officer or an authorized agent of the Responder must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the RFQ Evaluation Committee. Include the telephone number, fax number, and email address for such contact person.
- b. Responder Profile/Response to Questions set forth in the RFQ Section II, entitled "Responder Profile"**  
  
This section will be used in the department's evaluation of the Responder's general qualifications.
- c. Responder's Proposed Technical Services/Response to items set forth in the RFQ Section III, entitled "Technical Response Requirements"**  
  
This section will be used in the Department's evaluation of the Responder's proposed technical services.
- d. Conflict of Interest**  
  
Responders must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Responses shall disclose:

  - i.** Any material financial relationships that the Responder or any employee of the Responder has that may create a conflict of interest in acting as a Contractor for Suffolk County.
  - ii.** Any family relationship that the Responder or any employee of the Responder has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
  - iii.** Any other matter that the Responder believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

**11. Contract Terms and Conditions**

- a.** Reference is made to the "Model Agreement" set forth in Section V. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.

- b. **The Responder should not return the Model Agreement with its Response. The Model Agreement is for your information.**
- c. The Model Agreement is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed. If the Responder has a concern or question as regards any of the terms and conditions included in the Model Agreement, the Responder should note such concerns or questions with their Response.
- d. The Term of Agreement (including option years, if applicable) shall be as set forth on page one of the Model Agreement.
- e. The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Response, must be fully disclosed in the Response.

**12. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

Responders are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

**13. Non-Responsible Bidder Certification  
Local Law 25-90**

The Responder, upon submission of his/her or their Response, understands that he/she or they will be required to set forth whether or not he/she or they have been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder." The Responder must read and be familiar with the provisions of Suffolk County Code Sections 143-4 through 143-9.

**14. Effective Period of Responses**

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the County has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

**15. NYS Freedom of Information Law (FOIL)**

All submissions for the Counties' consideration will be held in confidence pending final execution of the contract(s). However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Responder believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Responder's enterprise, and the Responder wishes such information to be withheld if requested pursuant to FOIL, the Responder shall submit with its Response a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the

Response containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Responder's enterprise, and formally requesting that such information be kept confidential. Failure by a Responder to submit such a letter with its submission will constitute a waiver by the Respondent of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Responder may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Response be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

**End of Text for Section I**

## **Section II Responder Profile**

### **1. General Information**

- a. Full name and address.
- b. Year founded and brief history.
- c. Total number of employees.
- d. Location(s) from which all services will be performed.
- e. Describe the nature of your organization (e.g. municipal corporation, business corporation, not-for-profit corporation, proprietorship, etc.).

### **2. Responder's History**

Outline your experience, if any, with other OJT Programs including the client population served and the length of time of providing such services.

### **3. Qualifications and Experience of Personnel**

Provide resumes of the project director and other key staff who will be assigned to this project. Describe the qualifications and background of your staff, in so far as they relate to this project (e.g., education, experience).

### **4. Indebtedness to County, Liens and Litigation**

Submit the following:

- a. a statement as to indebtedness, if any, to the County and;
- b. a listing of all outstanding liens, if any, against the Responder and;
- c. a summary of litigation, if any, against the Responder and outcome or its disposition of such litigation.

### **5. Other Contracts with the County**

Provide a list of all contracts with the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.

**End of Text for Section II**



### Section III Technical Response Requirements

#### 1. Background Information and Overview

The Department, an equal opportunity employer and designated program operator and fiscal agent for the Suffolk County Workforce Investment Area (WIA), provides employment and training services to eligible individuals such as dislocated workers and economically disadvantaged adults, as well as other individuals referred by the Department. These services are designed to increase employment and productivity by improving the skills of eligible individuals to match the requirements of the local economy. Programs are funded primarily with Federal and State grants and through other funding sources administered by the Department and are administered in conjunction with guidance provided by the Suffolk County Workforce Investment Board (SCWIB). The SCWIB is comprised of individuals from the public and private sector and individuals representing labor, education, and community based organizations.

The SCDOL will retain sole authority for the recruitment, eligibility determination, and selection of individuals referred for hire.

#### 2. Services Covered by this RFQ

The Department invites responses from qualified employers that desire to provide On-the-Job Training (OJT) as further described in this RFQ.

While the Department is under no obligation to contact firms for clarifications, it reserves the right to do so. Depending on the number and quality of the responses submitted, the Department may elect to interview all or some of the Responders during the selection process. In so doing, the Department may want the opportunity to review personnel records, policy and procedure manuals, training programs, as well as the day-to-day operations of the Responder.

#### 3. Contract Conditions

Respondents shall indicate their ability to provide the following:

- i. Once included in the approved inventory of services, the Department reserves the right to utilize services resulting from this RFQ at any time. It is anticipated that initial contracts will have a start date of on or about February 1, 2011 and shall continue through June 30, 2016. The contract will be subject to funding availability and contractual performance as prescribed by the SCWIB.

Refer to the Model Agreement in Section VII of this RFQ for the responsibilities of the contractor and for the detailed terms and provisions of the contract to be entered into.

- ii. Employers will provide proof of wage rate paid and hours worked for the training period. Attendance records and qualitative and quantitative measures of the participant's progress shall be completed by the training provider and provided to the Department. The Department may assign staff to visit the employer to counsel participants, evaluate their progress, and complete an OJT On-site Monitoring Report (DOL-K98).

Additional follow-up reports must be provided in accordance with local, state, and federal guidelines.

- iii. Proposed training plan will include trainee and employer contact information, a description of training, job title, O\*NET code, total number of hours, estimated start and end dates.

The training outline will include the trainer name, skills to be learned, and estimated training hours.

- iv. The County's intent is to pay the Contractor as follows:
  - a. Reimbursement for costs associated with training will be made at the completion of training. Reimbursement level will be determined based on wage rate, number of training hours as established by O\*NET, and percentage of reimbursement. Please refer to Schedule 2, entitled "Training Description & Specific Payment Terms" set forth at the end of the Model Agreement.
  - b. The County reserves the right to change these payment structures, as may be appropriate. Prior to award of a contract, contractors will be notified of any changes. After contract execution, Contractors will have the option of terminating their contract if they choose to not accept proposed changes to payment terms.

#### **4. Requirements**

##### **a. Qualifications**

Qualifications shall include, at a minimum, but are not limited to:

OJT refers to training by an employer that is provided to a paid participant while engaged in productive work in a job that: provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement of a predetermined percentage of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

The employer agrees to provide a qualified supervisor(s) to conduct the training detailed in the contract and training outline (as described on page 10) to ensure that the trainee is provided with the necessary skills and knowledge essential to the full and adequate performance of the job. The employer understands that the goal of the program is to enhance the trainee's prospects of continuing permanent, full-time employment upon successful completion of the OJT program. This agreement must be executed prior to the trainee's first day of work.

##### **b. Responder Eligibility**

- i. Responder must be a business, (private sector, or not-for-profit) with at least one physical location in Suffolk County, or other entities determined to be eligible by the Department.
- ii. Responder must be able to demonstrate the necessary administrative and operational capabilities needed to conduct the proposed program.
- iii. Responder must provide assurances and/or documentation that it:

- is accessible to individuals with disabilities (when applicable)
  - has proof of adequate liability insurance (\$2,000,000)
- iv. Responder must assure compliance with applicable requirements of the Workforce Investment Act and the regulations and policies promulgated therein, or other funding source regulations. These regulations are available for your review at the Suffolk County Department of Labor. The Responders will be bound by the terms of the contract as negotiated and executed.

**End of Text for Section III**

**Section IV**  
**Responder Qualifications and Eligibility and Training Requirements**

**Respondents must submit answers and/or assurances, as applicable, to all items listed below.**

**Business Assurances Required by the Suffolk County Department of Labor**

- The applicant must be a business (private sector, for-profit or not-for-profit) with at least one physical location in Suffolk County, and a valid Federal Employer Identification Number (FEIN).
- The applicant must be offering a job opportunity for full-time employment (defined as 35 hours or more per week) in Suffolk County that pays a minimum of \$11.91 hour and provides benefits equal to those of his/her co-workers.
- The trainees targeted under this application must be employees of the business; they cannot be independent contractors or contract employees.
- Seasonal positions or positions based on the addition of commission or tips to a sub-minimum wage base salary are not eligible for OJT.
- The business has not laid off any employees during the past six months.
- The applicant business must be able to respond “No” to all questions contained within the Responsibility Questionnaire (see Section V).
- The applicant business must make the following assurances:

**Business Assurances Required by the New York State Department of Labor**

- The business' intention in hiring an employee is for the newly hired employee to remain employed with the business upon completion of the OJT.
- OJT will take place during the employee's work hours (i.e., during the shift/hours for which the employee was hired) and the employee will be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills.
- No currently employed workers will be displaced by OJT trainee(s), including a partial displacement such as a reduction in the hours, wages, or employment benefits.
- The OJT contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
- Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
- The business will comply with all applicable employment-related federal, state and local laws and regulations.
- The training activity will not impair an existing contract for services or collective bargaining agreement, and/or that no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the business.
- No member of the OJT employee's immediate family will directly supervise the OJT employee, nor will the trainee supervise an immediate family member. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the OJT employee's spouse.

- OJT trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or required to participate in political activities.
- The business agrees to adhere to the SCWIB's grievance process if a complaint arises in connection with the OJT employee and the training.
- The SCWIB, NYSDOL, or USDOL may inspect and monitor any records or activities pertaining to the OJT contract at any time during normal business hours, and as often as deemed necessary. Such inspection shall be made to determine whether the business is in compliance with the terms and provisions of this contract and the OJT participant is making sufficient progress.
- The award will be reimbursement for extraordinary training and/or supervisory expenses for the placed trainee and will be based on a percentage of wages earned by the trainee;
- The business will comply with New York State labor law and federal law for the protection of workers;
- The business has not relocated all or part of its business within the previous 120 days, where the relocation action has resulted in the loss of employment of any employee at the original location.

Employers who are unsuccessful in transitioning OJT participants to permanent employment will not be eligible for future OJT opportunities. Companies will be held accountable to a level of performance that is equal to the Adult Employment Retention Rate that the Suffolk County One-Stop is responsible for achieving for all customers that enter employment. Exceptions can be made by the Director of BSU for failures which were beyond the control of the applicant company.

OJT contracts will, to the greatest degree possible, be directed to employers that: are able to provide occupational skill training and full-time employment that leads to self-sufficiency for trainees; propose training in demand occupations; propose training that reflects the locally targeted high growth industry sectors (healthcare, manufacturing and green industries), can provide the appropriate supervision and training for participants, and that have a proven record of retention.

The outline will be a formal and written program of the structured job training that will detail a combination of instruction in work maturity skills, general employment competencies and occupationally specific skills. OJT providers will be instructed to use O\*NET and/or a company job description as a basis to begin listing skills or tasks. Each skill description will be concise and comprehensive and allow each task to be measurable and observable.

### **Training Requirements**

Employers will develop a formal and written training outline (see schedule 3 of contract). This document will be specific to each job title and clearly state the skills to be learned during the training period. It must list these skills in the sequence in which they are to be taught and identify the approximate number of hours of training time to be devoted to each, along with the learning objective and the method of measurement used to determine results. OJT providers are encouraged to use O\*NET and/or a company job description as a basis to begin listing skills and tasks. Each skill description should be comprehensive and concise.

The OJT contract training plan should take into consideration the skill requirements of the occupation, the academic and occupational skill level of the participant and his/her prior work experience. All workers will not

have the same skills, therefore, individual OJT contracts may not have the same curriculum or duration for the same position.

Pay levels will vary with each position, however, the minimum wage rate for OJT consideration is \$11.01 per hour.

The maximum OJT award amount is \$5,000.00 per training slot and will be limited to 6 months duration or less, if specified by O\*NET. There is no minimum amount. There is a maximum award amount of \$50,000.00 per business, per program year (July1 – June 30).

Contracts may be monitored by the SCDOL to ensure compliance with contract terms. Each contract recipient will receive an on-site visit at least once during the training period. SCDOL staff will verify that the participant is receiving the agreed upon training, and not engaging in any prohibited activities.

The participants' attendance record will be reviewed to ensure they are fully engaged in training and that they are receiving the agreed upon wages.

**End of Text for Section IV**

**Section V**  
**Responsibility Questionnaire**

**Instructions** – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate<sup>1</sup>, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
- a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
☐ Yes ☐ No
  - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?  
☐ Yes ☐ No
  - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - f. A local, state or federal suspension, debarment or termination from the contracting process?  
☐ Yes ☐ No
  - g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  
☐ Yes ☐ No

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<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

- h. A local, state or federal denial of a lease or contract award for non-responsibility?  
☐ Yes ☐ No
- i. An agreement to voluntary exclusion from bidding/contracting?  
☐ Yes ☐ No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?  
☐ Yes ☐ No
- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?  
☐ Yes ☐ No
- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  
☐ Yes ☐ No
- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  
☐ Yes ☐ No
- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?  
☐ Yes ☐ No
- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  
☐ Yes ☐ No
- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  
☐ Yes ☐ No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?  
☐ Yes ☐ No
- r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- federal, state or local health laws, rules or regulations
  - unemployment insurance or workers' compensation coverage or claim requirements
  - ERISA (Employee Requirement Income Security Act)
  - federal, state or local human rights laws
  - federal or state security laws



- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

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5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

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6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

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If it is an affiliate, include the affiliate's name and FEIN:

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Provide the court name, address and docket number:

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Indicate if the proceedings have been initiated, remain pending or have been closed:

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If closed, provide the date closed: \_\_\_\_\_

**Certification:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

<hr/>	<hr/>	Principal place of business if different from address listed above (include complete address):
Name of Business	Signature of Officer	
<hr/>	<hr/>	
Address	Typed Copy of Signature	
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City, State, Zip	Title	
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**End of Text for Section V**

## Section VI SCDOL Evaluation

The review process is comprised of Responder eligibility requirements and qualifications. The categories will be reviewed in sequential order.

The Responder eligibility requirements, found in Section 1 below, are derived from a combination of federal, state and county laws, regulations, and rules, as well as SCDOL policies. A Responder must obtain a positive response to each question within this section to proceed to the vendor qualification category of the evaluation process.

1. **Responder Eligibility Requirements** - A "Yes" response to all questions is required before a proposal will be considered.
  - a. Is the Responder a business, (private for profit or not for profit) with a Federal Employment Identification Number, not a publicly funded organization?
  - b. Is the Respondent's facility located within Suffolk County?
  - c. Will the Respondent offer the trainee a job opportunity for full-time employment when the training is completed, that pays a minimum of \$11.01 per hour and provides benefits equal to those of his/her co-workers?
  - d. Does the Respondent agree that no currently employed worker will be displaced by the newly hired OJT employee?
  - e. Has the Responder provided assurances and/or documentation that their facilities have adequate liability insurance coverage (\$2,000,000)?
  - f. Does the Responder certify that they have not relocated all or part of their business within the previous 120 days where the relocation action has resulted in the loss of employment of any employee at the original location?
  - g. Does the Responder agree that the training is not for a seasonal position or positions based on the addition of commission or tips to a sub-minimum wage based salary?
  - h. Has the Responder answered 'no' to all items on the Responsibility Questionnaire, or provided written explanation of any "yes" answer?
2. **Responder Qualification** - Qualifications will be rated on a numerical scale, in which a superior response would be rated "5" and an unacceptable response "0". A rating of 11 points or higher is required to be considered qualified.
  - a. Does the Responder have the experience, organizational structure, and personnel qualified to provide the services being procured? Were all applicable licenses and certifications submitted with the proposal? (5 points maximum)
  - b. Do the Responder's accounting and reporting systems meet acceptable accounting standards in order to comply with program management and performance requirements under federal regulations and state/local guidelines? (5 points maximum)

- c. Are the Responder's facilities accessible to individuals with disabilities where applicable? (5 points maximum)

**3. Training Review and Evaluation** - Only Responders determined to be qualified will be reviewed in this section. Criteria will be rated on a numerical scale, in which a superior response would be rated "5" and an unacceptable response rated "0". The SCDOL will consider a Responder for On-the-Job Training if it receives a rating of 18 points or higher based on the criteria established below:

- a. Does the proposed training provide occupational skills or industry-recognized certification necessary for continued employment? Employers/Respondents providing jobs in demand occupations, such as Healthcare, Manufacturing and Green Technology, as identified by the SCWIB or NYSDOL will receive higher evaluation level. (5 points maximum)
- b. Has the Responder established a training outline or will agree to establish an outline that is in concurrence with O\*NET guidelines? Higher point level should be considered for Employers/Respondents who have a training outline already in place and who have demonstrated the ability to carry out an effective training program. (5 points maximum)
- c. Does the training outline that the Responder is proposing list the specific skills or tasks that the employer agrees to provide to the participant, estimate the training hours for each skill, and acknowledge the progress, learning objective, performance level, and the methods used to measure them? (5 points maximum)
- e. Has the Responder provided documentation outlining how the proposed training will be provided within the allotted time frame that the respondent has proposed? (5 points maximum)
- f. How does the proposed job title for the trainee fit into the structure of the Responder's organization? Is there a clear career ladder for trainee advancement? (5 points maximum)
- g. What is the starting rate of pay for the trainee in the proposed job title? How does the salary compare with other Responders who proposed training in the same job title? (5 points maximum)

**End of Text for Section VI**